

# EXHIBIT 39

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re	)	
	)	
24 HOUR FITNESS WORLDWIDE, INC., <i>et</i>	)	Chapter 11
<i>al.</i> ,	)	
	)	Case No.: 20-11558 (KBO)
Debtors.	)	
	)	(Jointly Administered)
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24 HOUR FITNESS WORLDWIDE, INC.,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
CONTINENTAL CASUALTY COMPANY;	)	Adv. Proc. No. 20-51051 (KBO)
ENDURANCE AMERICAN SPECIALTY	)	
INSURANCE COMPANY; STARR SURPLUS	)	
LINES INSURANCE COMPANY; ALLIANZ	)	
GLOBAL RISKS US INSURANCE	)	
COMPANY; LIBERTY MUTUAL	)	
INSURANCE COMPANY; BEAZLEY-	)	
LLOYD'S SYNDICATES 2623/623; ALLIED	)	
WORLD NATIONAL ASSURANCE	)	
COMPANY; QBE SPECIALTY INSURANCE	)	
COMPANY; and GENERAL SECURITY	)	
INDEMNITY COMPANY OF ARIZONA,	)	
	)	
Defendants.	)	
	)	
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**ENDURANCE AMERICAN INSURANCE COMPANY'S RESPONSE  
TO PLAINTIFF'S SECOND SET OF INTERROGATORIES**

Pursuant to Federal Rule of Civil Procedure 33, Defendant Endurance American Insurance Company submits the following Response to Plaintiff's Second Set of Interrogatories.

**RESPONSE TO INTERROGATORY**

**INTERROGATORY NO. 18:** Please describe all facts concerning the purpose and origin of Endurance’s “Communicable or Infectious Disease Exclusion” as set forth in Endorsement 4 of Your Policy.

**RESPONSE:** Endurance American Specialty Insurance Company (“Endurance”) prepared the Communicable or Infectious Disease Exclusion set forth in Endorsement 4 in Endurance Policy no. GPR10009447903 (the “Endurance Policy”) in order to eliminate and exclude any obligation to provide insurance coverage for and/or to cover any alleged losses, damages, claims, occurrences, suits, or other demands arising out of or relating in any way to communicable or infectious diseases (which would include COVID-19), conditions, or sicknesses, regardless of any other—and in addition to any other—defenses to coverage that Endurance has or would have with respect to any such alleged losses, damages, claims, occurrences, suits, or other demands. Endurance has included the Communicable Disease Exclusion on several insurance policies it has issued, and first included this exclusion on Plaintiff’s insurance program at issue in this adversary proceeding in June 2019. This recitation of Endurance’s general intention in preparing the Communicable or Infectious Disease Exclusion addressed in the response to this interrogatory is without prejudice to the rights of Endurance in any other claim or suit. All such rights are expressly reserved.

Dated: May 4, 2022

Respectfully submitted,

/s/ *Garan F. McDaniel*

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*Counsel to Endurance American Specialty  
Insurance Company*

**CERTIFICATE OF SERVICE**

I certify that I served this document on Plaintiff's counsel and all other counsel of record by email on May 4, 2022.

/s/ James Bauer

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